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Union Pacific Corporation



Richard J. Ressler
Senior Corporate Attorney

RECORDATION NO. 6818 C
JUN 9 1988-8 10 PM

June 6, 1988, INTERSTATE COMMERCE COMMISSION

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
17th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Union Pacific Equipment Trust
Trust No. 4 of 1972; Agreement
dated as of November 1, 1972

Date 6/19/88
Fee \$ 13.00
ICC Washington, D. C.

Dear Ms. McGee:

Enclosed please find an original and two counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. § 11303.

The document is a Bill of Sale and Declaration of Payment, dated as of May 24, 1988, by Citibank, N.A., as Trustee under the above-captioned Agreement, consenting that the record of its title to the equipment covered by such Agreement be cancelled and discharged. The Agreement is recorded under Recordation No. 6818.

I enclose a fee of \$10. Please return to me the original Bill of Sale and Declaration of Payment and any copies which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed. A postage paid, addressed envelope is enclosed for your convenience.

Very truly yours,

Richard J. Ressler

RJR:mis
Encls.

cc: C. W. von Bernuth, Esq.

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDATION NO. 6818-C FILED 1982
JUN 9 1988-8 10 PM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Union Pacific Railroad Company, a Utah corporation (the "Company"), and Citibank, N.A., a national banking association, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of November 1, 1972, which was filed and recorded pursuant to Section 20c of U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act) on December 4, 1972 and assigned Recordation No. 6818 and pursuant to which the Trustee issued \$14,400,000 aggregate principal amount of Union Pacific Equipment Trust No. 4 of 1972 Equipment Trust Certificates; a First Supplemental Agreement, dated as of March 1, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on April 13, 1979 and assigned Recordation No. 6818-A; and a Second Supplemental Agreement, dated as of April 30, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 11, 1982 and assigned Recordation No. 6818-B (the Equipment Trust Agreement, as amended by the Supplemental Agreements, being hereinafter referred to as the "Agreement"), covering the construction and transfer of the units of new railroad equipment (the "Equipment") described in Schedule A thereto and hereto; and

WHEREAS, on November 1, 1987, the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, Citibank, N.A. does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, Citibank, N.A. does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that Citibank, N.A. makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the Agreement or that the Equipment has not suffered a Casualty Occurrence (as defined in the Agreement).

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, Citibank, N.A. has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 24th day of May, 1988.

CITIBANK, N.A., as Trustee

By: 
Vice President

Attest:


LAWRENCE OLSEN
TRUST OFFICER

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 24th day of May, 1988, before me personally appeared Patrick DeFelice, to me personally known, who being by me duly sworn, said that he is a Vice President of Citibank, N.A., the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.


Notary Public

JANETTE C. AUSTIN
Notary Public, State of New York
No. 24-4982390
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Aug. 3, 1989

EQUIPMENT TRUST AGREEMENT NO. 4 of 1972

Dated November 1, 1972

Description Of Equipment As Of December 31, 1987

Diesel - Electric Locomotives

30 General Electric
2832
2840

Box Cars

100 Union Pacific
Railroad Built
127052

Covered Hopper Cars

3 ACF Industries Inc.
78957 to 78959
Inclusive

Open Top Hopper Cars

300 Bethlehem Steel
36938
36940
36957
36982
36990
36998
37005
37019
37022
37075
37077
37078
37085
37125
37135
37148
37169
37183
37190

Cabooses

8 International Car Co.
25830 to 25837
Inclusive

Box Cars

50 Gunderson Inc.
560200 to 560217
Inclusive

560220 to 560233
Inclusive

560236 to 560249
Inclusive

KT/SFT/0206NN